

**MEMORANDUM OF UNDERSTANDING
BETWEEN
UNITED STATES DEPARTMENT OF ENERGY
NEVADA OPERATIONS OFFICE
AND
CLARK COUNTY AIRLIFE MERCY AIR SERVICE, INC.**

DE-GM08-99NV13665

I. INTRODUCTION

The U.S. Department of Energy Nevada Operations Office (DOE/NV) and Clark County Airlife Mercy Air Service, Inc., located at 12998 Las Vegas Boulevard South, Las Vegas, NV 89124, are entering into this Memorandum of Understanding (MOU) to delineate interface responsibilities of mutual assistance associated with DOE/NV activities and other emergency incidents as appropriate. This agreement is made with respect to existing and future activities, including those that may have an adverse impact on the environment and the health and safety of the employees of Clark County Airlife Mercy Air Service, Inc. These activities consist of programs that include emergency off-site assistance (fire, hazardous material, and medical) transportation of DOE/NV owned hazardous materials, *storage of hazardous materials, and research and development at DOE/NV operations.

This document formalizes the working relationship between the DOE/NV and Clark County Airlife Mercy Air Service, Inc., and covers the general provisions and levels of assistance, including administrative, technical, and consultative activities which may also involve a commitment of resources, providing there is an agreement for reimbursement for the use of those resources. Both parties intend that this agreement be reciprocal and that assistance may flow from either party to the other to the extent priorities and resources permit.

II. MANAGEMENT AND PROGRAM GUIDELINES

1. Management Arrangements

- a. This MOU provides the mechanism for the administration of requested support or assistance and provides a means for direct communication between DOE/NV

*Hazardous Materials - A substance or material determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and has been so designated. These materials are listed in the "Hazardous Materials" Table in 49 C.F.R. 172.101.

and Clark County Airline Mercy Air Service, Inc., regarding preparation and support of emergency response, transportation planning, and any other issues and efforts related to DOE/NV activities.

- b. This MOU also recognizes, supports, and applies to the unique emergency medical response relationships established through this agreement between Clark County Airline Mercy Air Service, Inc., and DOE/NV.

2. Public Information Coordination

Information released to the public regarding emergency incidents or the status of DOE/NV patients or DOE/NV contractor patients shall be coordinated by the designated representative of each agency where possible.

3. DOE/NV agrees to use its best efforts to:

- a. Maintain an interface with Clark County Airline Mercy Air Service, Inc., through a single point of contact (POC), the Director of Environment, Safety & Health Division at DOE/NV.
- b. Provide information and cooperate with Clark County Airline Mercy Air Service, Inc., regarding activities that may have a direct and/or indirect adverse impact on health and safety of employees of Clark County Airline Mercy Air Service, Inc.; and inform Clark County Airline Mercy Air Service, Inc., of hazardous materials or unique hazards involved in DOE/NV operations which may require specialized medical treatment, training, or equipment to mitigate the hazard.
- c. Assist Clark County Airline Mercy Air Service, Inc., officials in facilitating the development of emergency response action plans to mobilize personnel, equipment, facilities, and other resources as needed in relationship to DOE/NV activities, including transportation issues.
- d. Assist Clark County Airline Mercy Air Service, Inc., emergency response personnel in coordinating and mitigating the resulting effects of an incident related to hazardous activities associated with the DOE/NV and/or other DOE organizations.
- e. Determine level of assistance which could be provided to Clark County Airline Mercy Air Service, Inc.

- f. Provide interface to the Clark County Airlife Mercy Air Service, Inc., and to coordinate applicable DOE/NV emergency management activities regarding public information and public outreach programs that may impact Clark County Airlife Mercy Air Service, Inc.
 - g. Invite Clark County Airlife Mercy Air Service, Inc., emergency response personnel to participate in DOE/NV training and exercise activities on an availability basis.
 - h. Provide accurate, candid, and timely information about applicable emergency conditions concerning DOE/NV facilities, transportation incidents, and any other pertinent issues that may have the potential to impact the environment and/or health and safety of Clark County Airlife Mercy Air Service, Inc., employees or resources.
 - i. Provide additional support to Clark County Airlife Mercy Air Service, Inc., on an as needed basis for incidents not involving DOE programs. Reimbursement for this assistance may be requested as determined by the DOE/NV Manager.
 - j. Coordinate and maintain current emergency notification listings by organizational name and phone number from Clark County Airlife Mercy Air Service, Inc., in the DOE/NV Emergency Operations Center (EOC). Also, provide the applicable Clark County Airlife Mercy Air Service, Inc., with a listing of applicable DOE/NV EOC emergency notification numbers.
 - k. Provide cooperative agreements, when appropriate, for specialized equipment, chelation medication drug therapy, and training for emergency response activities in order to treat patients and ensure the mitigation of any potential hazardous effects related to DOE/NV activities that may impact the facilities or employees of Clark County Airlife Mercy Air Service, Inc.
 - l. Provide monetary grants for the repair or replacement of equipment or facilities damaged or destroyed in providing incident support or emergency assistance for DOE or DOE/NV related activities as determined appropriate by the DOE/NV Manager.
 - m. Reevaluate this agreement on an annual basis to determine the adequacy of interface elements provided by DOE/NV and/or other DOE organizations.
4. Clark County Airlife Mercy Air Service, Inc., agrees to use its best efforts to:
- a. Provide information on emergency management planning objectives to DOE/NV to facilitate coordinated planning and assistance.

- b. Provide an emergency notification list, including name(s) and phone number(s) to the DOE/NV EOC.
- c. Coordinate public information/issues through the DOE/NV POC or DOE/NV EOC pertaining to emergency response issues.
- d. Provide information to DOE, DOE/NV, county, state, and other federal agencies related to emergency response activities as a result of an incident with the potential for adverse impact on the public and the environment.
- e. Participate in emergency response training, exercises, and drills provided by DOE and DOE/NV organizations when applicable.
- f. Provide emergency notification of incidents affecting Clark County Airline Mercy Air Service, Inc.'s operational status and ability to respond to emergency incidents that may have an adverse impact on DOE/NV reliance on Clark County Airline Mercy Air Service, Inc., for emergency assistance. Clark County Airline Mercy Air Service, Inc., will maintain documentation of notifications.
- g. Provide opportunities for DOE/NV organizations to participate in the Clark County Airline Mercy Air Service, Inc., emergency preparedness meetings and other applicable Clark County Airline Mercy Air Service, Inc., emergency planning meetings as a means of facilitating coordination and communication of emergency response issues regarding applicable DOE/NV operations.
- h. Coordinate with and provide assistance to DOE/NV in emergencies associated with DOE/NV activities in order to provide prompt and effective emergency medical assistance to members of the public and DOE workers.
- i. Reevaluate this agreement on an annual basis to determine the adequacy of the support provided by DOE/NV organizations.

III. FUNDING

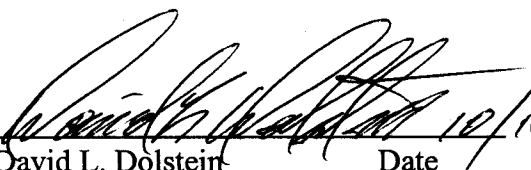

This MOU shall not be used to obligate or commit funds as the basis for the transfer of funds or property by either agency; and each agency herein agrees to use its own funds to support this MOU. Performance under this agreement by either party is dependent upon lawful appropriations, availability, and allocation of funds by proper authorities.

IV. AMENDMENT AND TERMINATION

This MOU may be amended by written agreement between DOE/NV and Clark County Airline Mercy Air Service, Inc., and may be terminated by the mutual written agreement of both parties or by either party upon 30-day written notice to the other party.

V. EFFECTIVE DATE

The MOU shall be effective for a period of not greater than five years from the latter date of signature of both parties.

	
David L. Dolstein	Kathleen A. Carlson
President	Manager
Date 12/18/99	Date 10/8/99